



# ADMIRAL-SPACEMAKER, INC.



**SPACEMAKER™ OUTDOOR FLOORING SYSTEM WITH SUPER SEAL TECHNOLOGY.**

## ***FADE & STAIN LIMITED WARRANTY***

Admiral-SpaceMaker, Inc (“Admiral”) is pleased to extend this Fade & Stain Limited Warranty (“Warranty”) to you, the original consumer of SPACEMAKER™ Outdoor Flooring System with Super Seal Technology (the “Product or Products”) manufactured or supplied by Admiral. The Warranty is valid for use in standard residential dwellings and may not be assigned or transferred by you.

### **Twenty-Five Year Limited Warranty – Stain Resistance:**

Admiral will, at its option, refund a percentage of the purchase price or replace Products used in a residential deck application that exhibits permanent staining in the first twenty-five (25) years from the date of purchase when exposed to food and beverage spills including wine, tea, coffee, fruit punch, sodas, catsup, salad oils, barbeque sauces, mustard and other food or beverage related items that would typically be present on a residential deck. Any such spill must be removed from the decking material with water and mild household cleaners within forty-eight (48) hours of exposure to the Product’s surface. Admiral’s sole obligation is limited to replacement of the Products, and Admiral shall have no further liability or obligation except as expressly stated herein. Admiral may elect to refund the percentage of the original purchase price listed on the Prorated Fade & Stain Warranty Schedule in lieu of replacing the Product.

### **Twenty-Five Year Limited Warranty – Fade Resistance:**

Admiral will, at its option, refund a percentage of the purchase price or replace Products used in a residential deck application that exhibits “Excessive Color Fade” within the first twenty-five (25) years from the date of purchase. Excessive Color Fade is defined as a change in color greater than five (5) Delta E (CIE) when calculated according to ASTM D2244 for all non-variegated color surfaces. Excessive Color Fade for variegated color surfaces is defined as an unreasonable amount of color change in excess of “Normal Weathering.” Admiral’s sole obligation is limited to replacement of the Products, and Admiral shall have no further liability or obligation except as expressly stated herein. Admiral may elect to refund the percentage of the original purchase price listed on the Prorated Fade & Stain Warranty Schedule in lieu of replacing the Product.

### **Limitations on Warranty:**

*Stain Limitations:* The Products are not stain-proof. Care must be taken to remove all food, beverage and other spilled materials with water and a mild household cleaner within forty-eight (48) hours of exposure. Stains resulting from spilled abrasive compounds of acidic or basic pH, strong solvents, oil-based paints or stains, metallic rust and other abnormal items not commonly used on a residential deck are excluded from coverage under this Warranty; excluded stains include but are not limited to pet or human bodily fluids such as blood, vomit, urine or feces, and fungicides, bactericides, biocides and chemical-based plant food. Mold and mildew can settle and grow on any outdoor surface and, if not properly cleaned, can stain that surface. Staining associated with mold or mildew that is not properly cleaned within one week of first appearance is not covered under this Warranty. If stains persist, you will be required to produce documentation that you attempted to have the deck professionally cleaned at least one time prior to making a claim under this Warranty. Without limitation on any other provision of this Warranty, Admiral does not warrant for stain resistance resulting from spilled or otherwise applied substances that are not properly cleaned with soap and water or mild household cleaners immediately.

*Fade Limitations:* No decking material is fade-proof when exposed to sunlight and other common atmospheric conditions. Normal Weathering is to be expected over the life of the Product and is not covered under this Warranty. Normal Weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains.

This Warranty does not apply to any Product that has:

- Been damaged by physical abuse, acts of God, acts of war, or other chemical or biological factors.
- Not been installed by an installer that was certified by Admiral at the time of installation as proven by a valid Admiral training certificate or by the installer's dated invoice,
- Not been installed in strict accordance with Admiral's published installation instructions and in accordance with local building codes.
- Has been abused, placed under or subjected to abnormal residential use conditions, has surface damage from power washing or abrasion or surface punctures.
- Been used, modified or otherwise treated in any manner other than as intended by Admiral.
- Has been painted, stained, sanded, coated, used, modified or otherwise treated in any manner other than as intended by Admiral.
- Has been damaged by oil-based deck stains and other petroleum-based products, grease drippings or heat from sources such as grills, laundry vents, hot tubs or excess reflective sunlight heat from low-e glass exceeding 160 degrees F.
- Has been directly or indirectly exposed to extreme heat (in excess of 160 degrees Fahrenheit).
- Has been directly or indirectly exposed to abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items.
- Has been damaged by gouging, scraping or otherwise puncturing the surface of the Products.

The Warranty does not cover:

- Costs of installation, removal or reinstallation.
- The costs of any permits required or obtained in connection with the removal or disposal of defective Products and the installation of replacement Products.
- Seal performance or structural issues.
- Property damage allegedly caused or affected by Products.
- Personal injury arising from contact with or exposure to Products.
- Damage from theft, vandalism, acts of war, and natural disasters, including but not limited to hurricanes, tornadoes, hail, earthquakes, lightning, wind in excess of seventy (70) miles per hour, and other Acts of God.
- Products purchased or used outside the United States of America, or not manufactured or supplied by Admiral.

Failure to follow any restrictions or warnings supplied with the product shall make the Warranty null and void and of no further effect. Admiral reserves the right to investigate any claim and to inspect the materials for which a claim is made. Any construction or use of this product must be in accordance with all local zoning and/or building codes. The Consumer assumes all risk and liability associated with the construction or use of this product. The Consumer or Certified Installer should take all necessary steps to ensure the safety of everyone involved in the project, including, but not limited to, wearing the appropriate safety equipment.

**Disclaimer and Limitation of Remedy:**

•REPAIR, REPLACEMENT OR PRORATED REFUND AT ADMIRAL'S OPTION SHALL BE YOUR **SOLE AND EXCLUSIVE REMEDY** IF THE PRODUCTS ARE DEFECTIVE. TO THE EXTENT NOT PROHIBITED BY LAW, ADMIRAL DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, EXCEPT AS STATED HEREIN. NO

REPRESENTATIVE OF ADMIRAL HAS AUTHORITY TO MAKE REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.

•ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

•TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ADMIRAL, OR ANY DEALER, DISTRIBUTOR, OR AUTHORIZED SERVICE PROVIDER, BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION APPLIES TO DAMAGES OR LOST PROFITS OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF ADMIRAL, OR ANY DEALER, DISTRIBUTOR OR AUTHORIZED SERVICE PROVIDER, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**Governing Law:**

This Warranty is governed by the laws of the State of New York, excluding its conflict of laws rules. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**Prorated Fade & Stain Limited Warranty Schedule:**

Years Since Purchase	Percent Purchase Price Covered
Years 1-6	100%
Years 7-10	80%
Years 11-14	60%
Years 15-18	40%
Years 19-21	20%
Years 22-25	10%

**Claim Procedure:**

To make a claim under this Warranty, the original owner must, within 90 days of actual or constructive notice of damage covered by this Warranty, do the following:

- (1) Prepare a letter that includes the following information:
  - (a) A list of the number of pieces and the size of each piece of Product for which the claim is made.
  - (b) Proof of Purchase of the Product, as shown on the original invoice.
  - (c) Photos of the defective or nonconforming Product,
  - (d) Proof that the installer was certified by Admiral at the time of installation as proven by a valid Admiral training certificate or by the Certified Installer's dated invoice.
  - (e) Proof of professional cleaning attempt, as evidenced by an invoice or receipt from a professional cleaning service.
  
- (2) Mail the above information to:  
Admiral-SpaceMaker, Inc.  
Warranty Information  
c/o Fleming PLLC.  
49 Front St, Rockville Centre, NY 11570  
Toll-Free Phone Number: (844) SPACEMAKER (844)772-2362

For more information, view our Web site at: **[www.Admiral-SpaceMaker.com](http://www.Admiral-SpaceMaker.com)**

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